2006 Collective Bargaining Agreement Training

Presented by AFGE Local 1770, and the Civilian Personnel Advisory Center

PREAMBLE

- 1. Previous CBA (orange book) extinguished.

- 2. All past practices extinguished. Conflicting agreements can be renegotiated if inconsistent with any provision of the new CBA.

NOTE: *New CBA is available on the Fort Bragg Civilian Personnel website: http://www.bragg.army.mil/www-cpo/labormer.htm/labor_management_information.htm or at www.afge.us*

Article 1
RECOGNITION AND COVERAGE

- 1. AFGE Local 1770 exclusive representative.
- 2. Must be serviced by Fort Bragg CPAC
- 3. Covered: Appropriated Fund, non-supervisory, GS and WG, non-professional (except WAMC).
- 4. Not Covered: Supervisors, Management Officials, confidential employees, professional employees, employees engaged in intelligence, counterintelligence, security, investigative which directly effects national security.

Article 2
RIGHTS AND OBLIGATIONS OF EMPLOYEES

- 1. Employee may join or elect not to join the Union.
- 2. Employee is free to assist the Union.
- 3. Internal Union business may not be done on official time.
- 4. Employee has the right to know who their supervisor is and have access to their supervisor during duty time.
- 5. Employee will not be held financially liable for government property until a report of survey is completed and verifies that the employee was negligent.

Article 2
RIGHTS AND OBLIGATIONS OF EMPLOYEES cont.

- 6. Employees will not become involved in a private or profit making business while at work, or use government facilities or equipment for such business.
- 7. Employees will perform their duties to the best of their ability and remain professional while on duty.
- 8. Employees are not precluded from exercising any right guaranteed them by law.
- 9. Employees may resign at will including those facing removal.

Article 3
RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 1. Employer has the right to determine the mission and the budget organization and internal security practices of the Agency.
- 2. To hire, assign, direct, lay-off, take disciplinary action, make selections, contract out, IAW law take whatever action may be necessary to carry our the Agency mission.
- 3. The employer is required to confer with the Union on matters which affect bargaining unit employees.
- 4. The employer will encourage achievement of high standards by setting an example for all employees.

Article 3
RIGHTS AND OBLIGATIONS OF THE EMPLOYER cont.

- 5. The employer will provide employees an opportunity to participate in policies and practices which affect working conditions.
- 6. The employer **will not** encourage or discourage employees from joining the Union.
- 7. The employer **will not** require employees to donate to any charity.
- 8. The employer will invite the Union to participate in New Employee Orientation.

Article 5
HOURS OF WORK AND TOURS OF DUTY cont.

- 1. Administrative work week: begins Sunday 12:01 a.m. through the following Saturday at midnight, 7 consecutive calendar days.
- 2. Basic work week: period of 5, 8 hour calendar days, normally Monday through Friday, with 2 consecutive days off.
- 3. Shift: 8 hours of work scheduled in advance.
  - a. First: 6:00 a.m. – 9:30 a.m.
  - b. MidShift: 10:00 a.m. – 2:00 p.m.
  - c. Second: 3:00 p.m. – 7:00 p.m.
  - d. Third: 11:00 p.m. – 1:00 a.m.
- 4. Workday: 8 paid hours of work scheduled over not more than 9 hours in a day.
- 5. Lunch: taken at midpoint of tour, can be 30, 45 or 60 minutes.

Article 5
HOURS OF WORK AND TOURS OF DUTY cont.

- 6. Employee may provide Employer with shift preference.
- 7. **New Shift**: Employee will be assigned shift based on Federal service, service computation date.
- 8. **Established Shift**: Employee will be assigned based on Unit service, service computation date.
- 9. Employees may submit a written request to their supervisor to exchange days off.
- 10. Employees have the right to express their written desire to work rotating and/or permanent shifts.
- 11. A 20 minute paid meal period is considered duty time.

Article 6
COMPRESSED/ALTERNATE WORK SCHEDULES

- 1. AWS should improve efficiency, customer satisfaction and retention.
- 2. Flextime: 8 hour work day in which the employee may vary their time of arrival and/or departure.
- 3. An employee may flex in/flex out between 6:00 a.m. and 6:00 p.m. subject to supervisor approval.

Article 6 COMPRESSED/ALTERNATE WORK SCHEDULES cont.

4. CWS is an 80 hour biweekly tour of duty that is worked in less than 10 work days.

- a. **5-4-9**: 8 work days of 9 hours each plus one work day of 8 hours.
- b. **4-10**: 8 work days of 10 hours each.
- c. **6-12-8**: 6 work days of 12 hours each plus one work day of 8 hours.
- d. **2-8,2-12**: 4 work days of 12 hours each plus 4 work days of 8 hours.

5. Employee must submit a **CBA Form 1** AWS Option Form to their supervisor if they wish to be considered for an AWS/CSW tour of duty, at least one full pay period in advance of the effective date.
6. Supervisor will approve/disapprove and forward the CBA Form 1 AWS Option Form to CPAC. CPAC will forward the form to the Union within 7 calendar days of the employee submission.

Article 6 COMPRESSED/ALTERNATE WORK SCHEDULES cont.

- 7. An employee may request, through their supervisor to **discontinue** AWS/CWS. The supervisor will forward the CBA Form 1 AWS Option Form to the CPAC. The CPAC will forward the form to the Union within 7 calendar days of the employee's submission.
- 8. The employer may **deny** a request for AWS/CWS if it is determined that an AWS/CWS schedule will have a negative impact on the Agency's **mission, budget** or **customer service capabilities.**
- 9. An employee who has worked an AWS/CWS and requests a change to a 5X8 tour of duty, must do so by submitting the CBA Form 1 AWS Option Form to their supervisor. **Denials** of these requests will be made by a Management Official **no lower than** the CoS, Deputy or organizational equivalent.

Article 6 COMPRESSED/ALTERNATE WORK SCHEDULES cont.

- 10. An AWS/CWS may be **suspended** for an employee to attend or conduct **training**, or while **TDY**.
- 11. A Commander may decide to **temporarily suspend** AWS/CWS due to a **bona fide emergency**.
- 12. Employees may request to work **credit hours** from their immediate supervisor. Credit hours may be earned in 15 minute increments. An employee may earn up to 3 credit hours per work day.
- 13. Credit hours will be recorded on official time records.

Article 6 COMPRESSED/ALTERNATE WORK SCHEDULES cont.

- 14. The **maximum** number of credit hours which a full-time employee may carry over from pay period to pay period is **24 hours**.
- 15. Credit hours will follow an employee if the employee changes position within the unit.
- 16. Agreements to work credit hours will be in writing.

Article 7
OVERTIME/COMPENSATORY TIME

- 1. **Excludes** employees covered by Title 38 pay rules.
- 2. OT/CT paid in accordance with the Fair Labor Standards Act (FLSA).
- 3. OT/CT will be **equally distributed** among qualified employees via roster.
- 4. Supervisors will strive to give employees 24 hours **notice** prior to assigning planned OT/CT.
- 5. Voluntary OT/CT will not be assigned to an employee who has taken unplanned sick leave on the **same workday** unless they provide a medical certificate prior to working the OT/CT.

Article 7
OVERTIME/COMPENSATORY TIME cont.

- 6. An FLSA nonexempt employee must submit a written request to their supervisor if they desire CT instead of OT.
- 7. An employee physically called in to work, outside their regular tour of duty will be compensated for a minimum of 2 hours, unless they report less than 2 hours prior to the start of their shift.
- 8. In accordance with regulation, employees will not be required to perform work outside their scheduled tour of duty without compensation.

Article 10
REST PERIODS

- 1. Employees may be granted a 15 minute rest period for each 4 hours of continuous duty.
- 2. Rest periods may not be taken in conjunction with the start or end of the duty day, or used to increase the lunch period.
- 3. Supervisors may suspend a particular rest period to meet an immediate work situation.
- 4. If an employee smokes they should take their smoke breaks during their rest periods.

Article 12
ANNUAL LEAVE

- 1. Annual leave must be requested on an OPM form 71.
- 2. The supervisor will approve or disapprove all timely leave requests within 7 calendar days of receipt.
- 3. Employees must follow up on all leaves until they receive approval or disapproval.
- 4. The minimum request for annual leave is 15 minutes.
- 5. Employee requests for 40 hours or more (72 for firefighters) should be submitted 4 weeks in advance.

Article 12
ANNUAL LEAVE cont.

- 6. A supervisor may cancel pre-approved annual leave in **extreme emergencies**.
- 7. Requests for **unexpected** annual leave, once at the work place, must be made directly to the supervisor or work leader. Such requests will be approved or disapproved on a case-by-case basis.
- 8. All **use or lose** annual leave must be scheduled no later than 1 July of each leave year.
- 9. An employee may submit an **annual leave plan** by 1 February of each leave year. The supervisor will review the plan and approve or disapprove, in part or in whole, no later than 1 March of each leave year.
- 10. **Conflicts** in annual leave plans will be resolved using Federal service computation date.

Article 13
SICK LEAVE

- 1. Sick leave must be documented on an OPM Form 71.
- 2. The supervisor or designee will approve sick leave.
- 3. The minimum request for sick leave is in 15 minute increments.
- 4. Employees who work in a 24 hour duty sections: must request at least 2 hours prior to the beginning of their shift.
- 5. Employees who do not work in 24 hour duty sections: must request sick leave within the first 30 minutes after the beginning of their shift.

Article13
SICK LEAVE cont.

- 6. Employees may request sick leave through telephonic contact, **voice mail or e-mail**. However, an employee must follow-up with voice mail or e-mail if the supervisor does not call or e-mail them back to confirm receipt of the request.
- 7. Employees who have an **acceptable medical certificate** which documents their inability to work, may present the medical certificate to their supervisor. This relieves the employee of making daily contact to request sick leave.
- 8. When an employee uses sick leave for more than **three (3) consecutive work days**, the employee must provide their supervisor with an acceptable medical certificate within 3 days of returning to duty.

Article 13
SICK LEAVE cont.

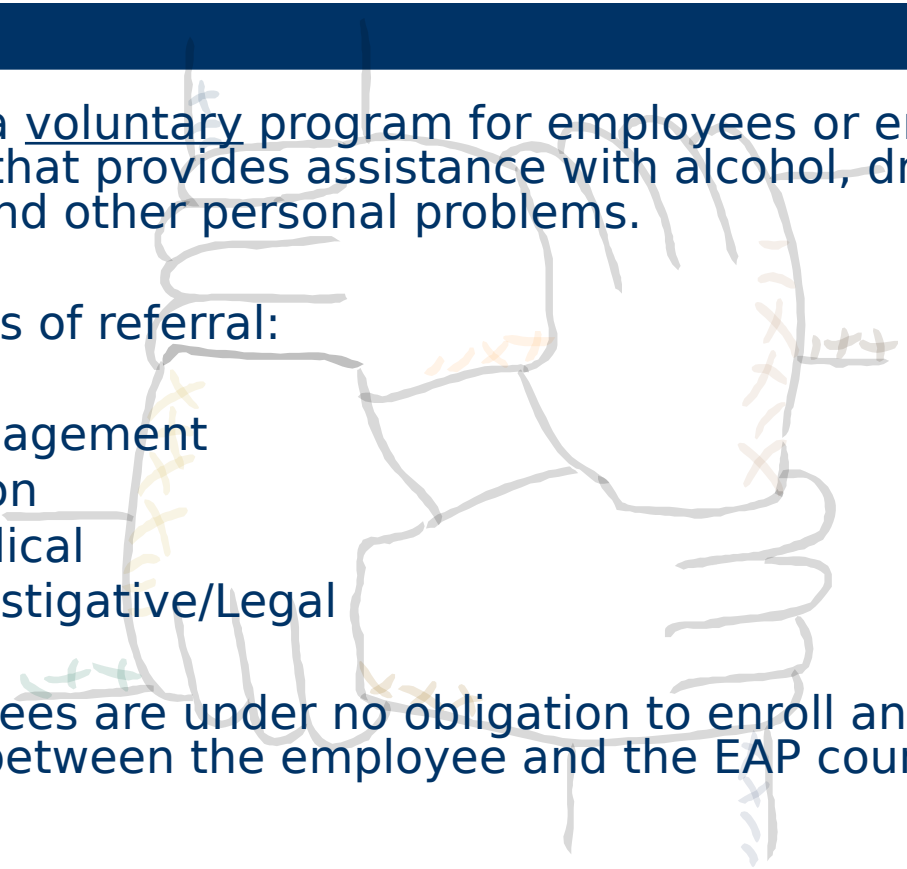
- 9. Employee who use sick leave for **non-emergency** dental, medical or optical appointments must request sick leave at least 3 days prior.
- 10. Employees who work in **24 hour duty sections** must bring in an acceptable medical certificate if they use sick leave during Thanksgiving, Christmas or New Years holidays.
- 11. Employees should speak with their Civilian Coordinators regarding enrollment in the **Voluntary Leave Transfer Program.**

Article 20
EMPLOYEE ASSISTANCE PROGRAM

- 1. EAP is a voluntary program for employees or employee family members that provides assistance with alcohol, drug, emotional, financial and other personal problems.

- 2. Methods of referral:
  - A. Self
  - B. Management
  - C. Union
  - D. Medical
  - E. Investigative/Legal

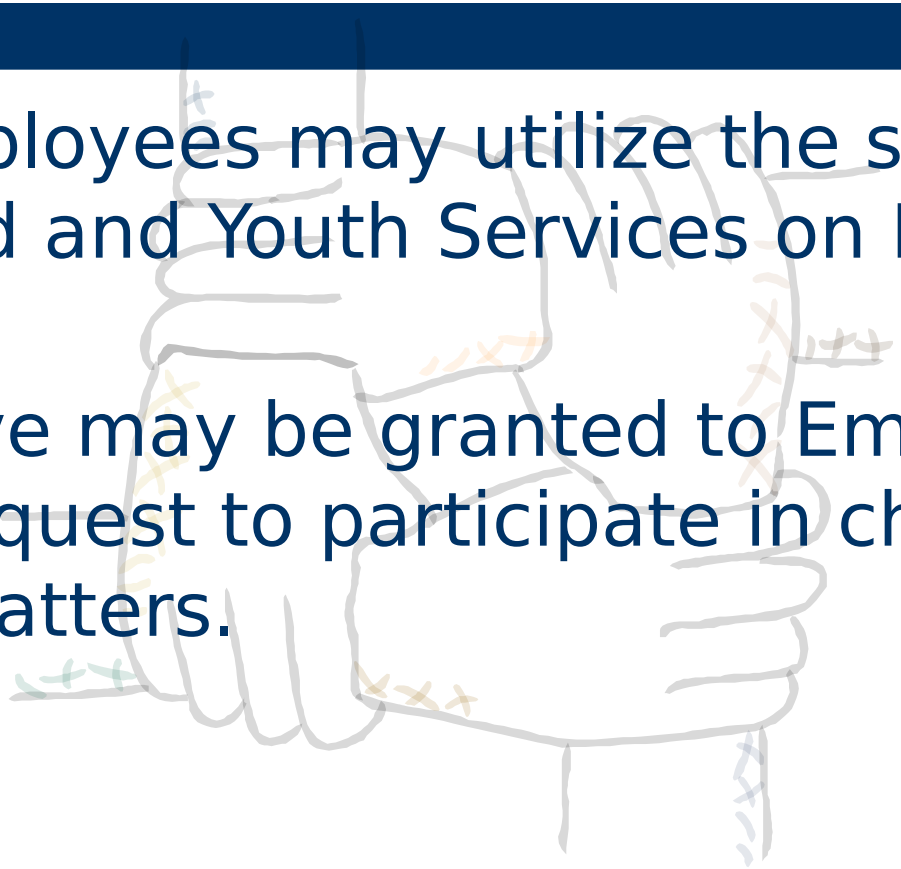
- 3. Employees are under no obligation to enroll and information is strictly between the employee and the EAP counselor.



Article 25
DETAILS AND TEMPORARY PROMOTIONS

- 1. **Detail**: No monetary compensation.
- 2. **Temporary Promotion**: Monetary compensation.
- 3. All details to a **higher graded position** or position **with more promotion potential** if over 30 days will be in writing and in the employees OPF.
- 4. All temporary promotions over 120 days will be competitive.
- 5. Employees detailed to an **unclassified position** will be provided a statement of duties to be performed, and advised of the duration of the detail.

Article 33 & Article 34
CHILD CARE/ELDER CARE



- 1. Employees may utilize the services of Child and Youth Services on Fort Bragg.
- 2. Leave may be granted to Employees who request to participate in child/elder care matters.

Article 37
ABANDONMENT OF POSITION

- 1. An employee may be effectively **resigned** if they fail to report for duty, or request leave for 1 pay period.
- 2. The supervisor is obligated to call the employee, twice, and send written notification to their home to check the status of the employee prior to requesting an RPA for resignation.

Article 38
DISCIPLINARY ACTIONS

1. Disciplinary actions should be constructive, taken for just cause and should promote the efficiency of the service.
2. Types of disciplinary actions:
   - **Informal**
   - **Formal**
3. For formal disciplinary actions (except reprimands), an employee has the right to a notice period (15 days) and the opportunity to respond to the allegation.

Article 38
DISCIPLINARY ACTIONS cont.

- 4. Informal disciplinary actions may be grieved.
- 5. Supervisors are encouraged to ask questions of employees prior to issuing a disciplinary action, so they have the relevant facts to determine weather or not to proceed with the action.
- 6. If the employee is questioned, and the employee reasonably believes the investigation may result in disciplinary action, the employee may request Union representation.

Article 39
INDIVIDUAL GRIEVANCE PROCEDURE

- 1. 3 Steps in the grievance process.
  2. 1st Step filed within 30 calendar days of event.
- 3. **Step 1 meeting** held within 14 calendar days of receipt of Step 1 grievance.
- 4. **Step 1 decision** (to include date and time of Step 2 meeting) due to Union within 14 calendar days of Step 1 meeting.
- 5. If no written acceptance of Step 1 decision is received, **Step 2 meeting** (held within 21 days of the Step 1 meeting) will proceed.

Article 39
INDIVIDUAL GRIEVANCE PROCEDURE cont.

- 6. **Step 2 decision** due to Union within 14 calendar days of Step 2 meeting.
- 7. Union has 14 calendar days, after the Step 2 decision, to file Step 3.

  8. **Step 3** is scheduled within 14 calendar days of receipt of Step 3 grievance.
- 9. Stewards may use the **CBA Form 2** Employee Grievance Form when filing a grievance.
- 10. All **Union/Management grievances** will be filed within 45 calendar days of the event. Union/Management grievances begin at the Step 3 level. Union/Management have 14 calendar days to respond to the grievance.

Article 44
CHANGE IN CONDITIONS OF EMPLOYMENT

- Union must be notified, if management deviates from procedures set forth in this CBA.

TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES)

- RESPONSIBILITIES OF RATEE, RATER AND SENIOR RATER
  - Within the first 30 days of rating period
    - **Communication b/ Rater and Ratee**
      - What needs to be done
      - How done
      - What rater is doing or wants to do
      - Questions or problems
      - Training

Within the first 30 days of rating period cont.

--Non agreement on Standards

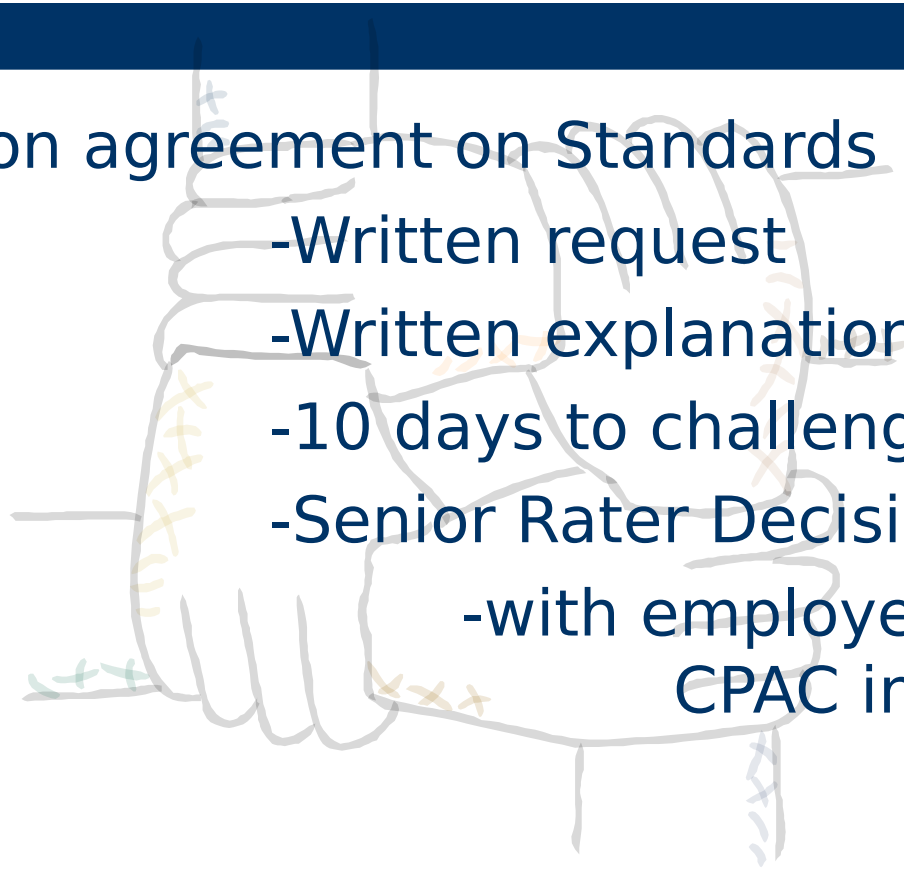
-Written request

-Written explanation

-10 days to challenge

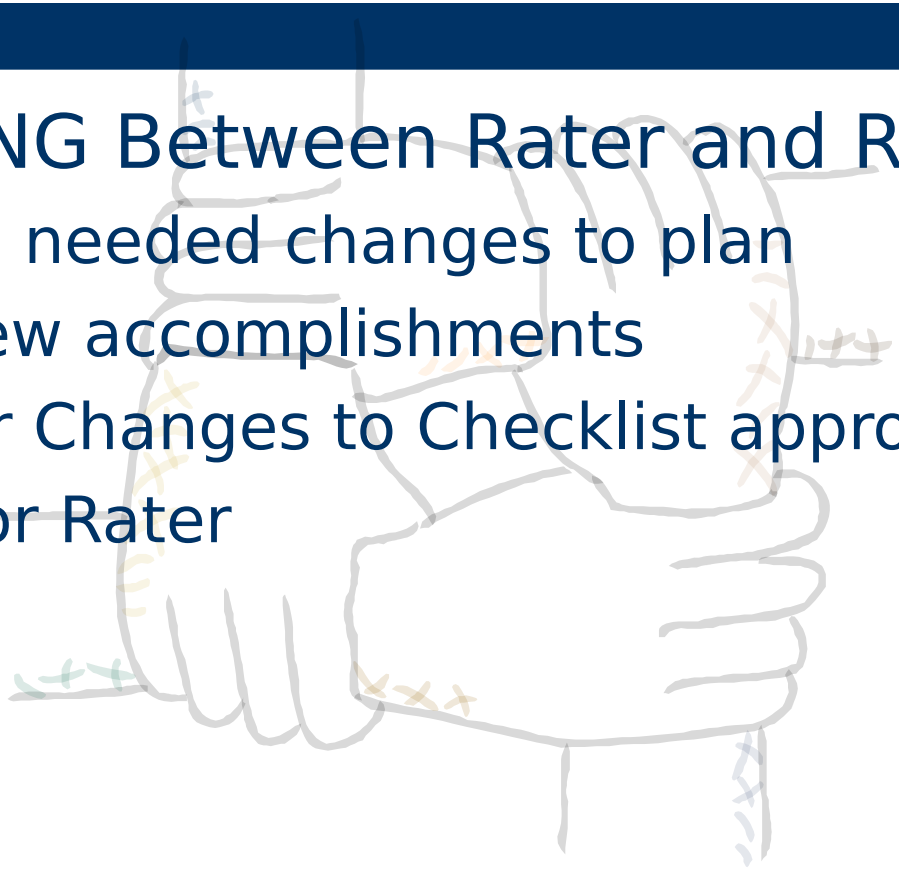
-Senior Rater Decision Final

-with employee, Union and CPAC input



Midpoint of Rating Period

- MEETING Between Rater and Ratee
  - Make needed changes to plan
  - Review accomplishments
  - Major Changes to Checklist approved by Senior Rater



End of Rating Period

- Ratee submits written accomplishments
  - should reflect actual performance
- Rater sends proposed eval to Senior Rater
- Senior Rater completes overall performance rating block
- Ratee sign eval after both Rater and Senior Rater sign
- Original Copy to Ratee

End of Rating Period cont

- Reconsideration Process
  - **Informal** ratee/rating chain
  - **Formal** Negotiated Grievance Process
    - **Within 30 days of receipt of signed original**.

INTERNAL PLACEMENT PLAN

POLICY

Fill all positions from among the best-qualified candidates available from any appropriate internal source.

SCOPE

Applies to all bargaining unit competitive service and excepted service position in organization serviced by the Fort Bragg Civilian Personnel Office.

Area of Consideration

- **Minimum** will be all current Department of Army career/career conditional employees and all employees entitled to compete in accordance with law rule or regulation.

- **Excludes** veterans with a disability of 30% or more serving in a temporary appointment not limited to 60 days or less.